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AIRMOTIVE INVESTMENTS, LLC  
7

<input checked="" type="checkbox"/> FILED	<input type="checkbox"/> RECEIVED
<input type="checkbox"/> ENTERED	<input type="checkbox"/> SERVED ON
COUNSEL/PARTIES OF RECORD	
JUL 13 2017	
CLERK US DISTRICT COURT DISTRICT OF NEVADA	
BY: _____	DEPUTY _____

8  
9 UNITED STATES DISTRICT COURT  
10 DISTRICT OF NEVADA

11 \*\*\*

12 NATIONSTAR MORTGAGE LLC and )  
13 FEDERAL NATIONAL MORTGAGE )  
ASSOCIATION, a government sponsored )  
14 enterprise, )  
Plaintiff, )  
15 vs. )  
16 TYROLIAN VILLAGE ASSOCIATION, INC.; )  
17 AND AIRMOTIVE INVESTMENTS LLC, )  
18 Defendants. )

Case No. 3:17-cv-00250-LRH-VPC

19 **STIPULATION FOR LEAVE TO FILE COUNTERCLAIM**

20 COMES NOW Plaintiff, NATIONSTAR MORTGAGE LLC and FEDERAL  
21 NATIONAL MORTGAGE ASSOCIATION; and Defendants, AIRMOTIVE INVESTMENTS,  
22 LLC ("*Airmotive*") and TYROLIAN VILLAGE ASSOCIATION, INC., by and through their  
23 undersigned counsel, and hereby stipulate and agree as follows:

- 24
- 25 1. On April 24, 2017, Plaintiff filed the instant Complaint. [ECF #1]. Plaintiff
  - 26 thereafter filed a First Amended Complaint on May 11, 2017. [ECF #13].
  - 27 2. On May 19, 2017, Airmotive filed its Answer to the First Amended Complaint.
  - 28 [ECF #14].

3. During the course of preparing its and serving its initial disclosures, Airmotive's counsel discovered facts that it believes give rise to a Counterclaim herein.

4. Airmotive shall have leave to file the Counterclaim attached hereto as Exhibit 1.

5. This Stipulation is made in good faith and not for purpose of delay.

Dated this 12<sup>th</sup> day of July, 2017.

ROGER P. CROTEAU &  
ASSOCIATES, LTD.

GORDON & REES LLP

/s/ Timothy E. Rhoda  
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AKERMAN, LLP

/s/ Rex Garner  
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*Attorney for Plaintiffs*  
*Nationstar Mortgage, LLC and Federal*  
*National Mortgage Association*

IT IS SO ORDERED.

By:

Valerie P. Forke  
Judge, U.S. District Court  
U.S. Magistrate Judge

Dated:

July 13, 2017

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 12<sup>th</sup> day of July, 2017, I served via the United States District Court CM/ECF electronic filing system, the foregoing **STIPULATION FOR LEAVE TO FILE COUNTERCLAIM** to the following parties:

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/s/ Timothy E. Rhoda  
An employee of ROGER P. CROTEAU &  
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# EXHIBIT 1

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 6 *Attorney for Defendant*  
**AIRMOTIVE INVESTMENTS, LLC**

7  
 8 UNITED STATES DISTRICT COURT  
 9 DISTRICT OF NEVADA

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11 NATIONSTAR MORTGAGE LLC and )  
 12 FEDERAL NATIONAL MORTGAGE )  
 ASSOCIATION, a government sponsored )  
 enterprise, )  
 Plaintiff, )

Case No. 3:17-cv-00250-LRH-VPC

13 vs. )  
 14 )  
 15 TYROLIAN VILLAGE ASSOCIATION, INC.; )  
 AND AIRMOTIVE INVESTMENTS LLC, )  
 Defendants. )

**COUNTERCLAIM**

16 )  
 17 AIRMOTIVE INVESTMENTS, LLC, a Nevada )  
 limited liability company, )  
 Counterclaimant, )

18 vs. )  
 19 )  
 20 NATIONSTAR MORTGAGE LLC, a Delaware )  
 limited liability company; FEDERAL )  
 21 NATIONAL MORTGAGE ASSOCIATION, a )  
 22 federally chartered corporation; DOUGLAS M. )  
 BRIMM, individually and as Trustee of the )  
 23 BRIMM FAMILY TRUST; GLORIA S. )  
 BRIMM, individually and as Trustee of the )  
 24 BRIMM FAMILY TRUST; DOE individuals I )  
 through XX; and ROE CORPORATIONS I )  
 25 through XX, )

26 Counter-Defendants. )  
 27 )  
 28 )

**COUNTERCLAIM**

COMES NOW, Defendant, AIRMOTIVE INVESTMENTS, LLC, by and through its attorneys, ROGER P. CROTEAU & ASSOCIATES, LTD., and hereby complains and alleges as follows:

**PARTIES**

1. At all times relevant to this matter, Counterclaimant, AIRMOTIVE INVESTMENTS, LLC, was and is a Nevada limited liability company, authorized to do business and doing business in the County of Washoe, State of Nevada.
2. Upon information and belief, at all times relevant to this matter, Counter-Defendant, DOUGLAS M. BRIMM, was and is an individual and resident of the County of Washoe, State of Nevada, and a Trustee of the BRIMM FAMILY TRUST.
3. Upon information and belief, at all times relevant to this matter, Counter-Defendant, GLORIA S. BRIMM, was and is an individual and resident of the County of Washoe, State of Nevada, and a Trustee of the BRIMM FAMILY TRUST.
4. Upon information and belief, at all times relevant to this matter, Counter-Defendant, NATIONSTAR MORTGAGE LLC ("*Nationstar*"), was and is a Delaware limited liability company, authorized to do business and doing business in the County of Washoe, State of Nevada.
5. Upon information and belief, at all times relevant to this matter, Counter-Defendant, FEDERAL NATIONAL MORTGAGE ASSOCIATION ("*Fannie Mae*"), was and is a federally chartered corporation, authorized to do business and doing business in the County of Washoe, State of Nevada.
6. Counterclaimant is unaware of the true names and capacities whether individuals, corporations, associates, or otherwise of Counter-Defendants DOES I through X and ROE Corporations I through X, inclusive, and therefore sues these Counter-Defendants by such fictitious names. Counterclaimant is informed and believes and thereupon alleges that the Counter-Defendants, and each of them, are in some manner responsible and liable for the acts and damages alleged in this Counterclaim. Counterclaimant will

1 seek leave of this Court to amend this Counterclaim to allege the true names and  
 2 capacities of the DOES and ROE CORPORATIONS Counter-Defendants when the true  
 3 names of the DOES and ROE CORPORATIONS Counter-Defendants are ascertained.

#### 4 GENERAL ALLEGATIONS

5 7. Counterclaimant repeats and realleges each and every allegation contained in paragraphs  
 6 1 through 6 hereof as if set forth fully herein.

7 8. Prior to the facts and circumstances alleged herein, a Declaration was recorded in the  
 8 Office of the Recorder of Washoe County, thereby creating Tyrolian Village Association,  
 9 Inc. (*the "HOA"*) and perfecting a lien in favor of the HOA on all real property located  
 10 within the common interest community it governed, including but not limited to that real  
 11 property commonly known as 1364 Carinthia Court, Incline Village Nevada 89451,  
 12 Assessor Parcel No. 126-430-13 (*the "Property"*).

13 9. The lien having been recorded prior to any other liens is first in right and first in time as  
 14 to all other interests recorded after the Declaration with the exception of liens for real  
 15 estate taxes and other governmental assessments.

16 10. N.R.S. Chapter 116 provides that the lien perfected by the Declaration is subordinate to a  
 17 "first security interest on the unit recorded before the date on which the assessment  
 18 sought to be enforced became delinquent."

19 11. While this statutory subordination applies to the majority of the lien perfected by the  
 20 Declaration, pursuant to N.R.S. 116.3116(2)(c), it does not subordinate the lien to two  
 21 specific charges incurred under it.

22 12. The charges which are specifically NOT subordinated to the first security interest include:  
 23 (1) any charges incurred by the association on a unit pursuant to NRS 116.310312 and;  
 24 (2) that portion of the assessments for common expenses based on the periodic budget  
 25 adopted by the association pursuant to NRS 116.3115 which would have become due in  
 26 the absence of acceleration during the 9 months immediately preceding institution of an  
 27 action to enforce the lien.

28 13. On or about June 24, 2004, Counter-Defendant, GLORIA S. BRIMM (*together with*

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- 1        *Counter-Defendant, Douglas M. Brimm, the "Former Owners")*, acquired title to and
- 2        ownership of the Property.
- 3        14.    Between approximately June 24, 2004, and July 3, 2014, Former Owners held title to and
- 4        ownership of the Property either jointly, in an individual capacity or by and through a
- 5        trust.
- 6        15.    Upon information and belief, Former Owners obtained one or more mortgages and/or
- 7        lines of credit secured by the Property.
- 8        16.    On July 29, 2004, a deed of trust was recorded against the Property in the Office of the
- 9        Recorder of Washoe County, Nevada, as Instrument No. 3076007 (*"First Deed of*
- 10       *Trust"*).
- 11       17.    Upon information and belief, Nationstar became the holder and/or owner of the First
- 12       Deed of Trust by way of an Assignment recorded in the Office of the Recorder of Washoe
- 13       County, Nevada on January 22, 2013, as Instrument No. 4197052.
- 14       18.    Former Owner may claim an interest in the Property.
- 15       19.    Nationstar and/or Fannie Mae may claim a beneficial interest in the First Deed of Trust
- 16       and, as such, claim an interest in the Property.
- 17       20.    The Property is and was subject to certain Covenants, Conditions and Restrictions
- 18       (*"CC&Rs"*) of HOA.
- 19       21.    By virtue of their ownership of the Property, Former Owners were members of the HOA
- 20       and accordingly were obligated to pay HOA assessments pursuant to the terms of the
- 21       CC&Rs.
- 22       22.    At some point in time during their ownership of the Property, Former Owners failed to
- 23       pay the HOA assessments related to the Property.
- 24       23.    As a result of the failure of Former Owners to pay the HOA assessments, HOA recorded
- 25       a Notice of Delinquent Assessment Lien (*"HOA Lien"*) with the Office of the Recorder
- 26       of Washoe County, Nevada.
- 27       24.    Thereafter, HOA recorded a Notice of Default and Election to Sell with the Office of the
- 28       Recorder of Clark County, Nevada.



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- 1 25. The Notice of Default and Election to Sell was served upon the Former Owners, as well  
2 as all interested parties holding a security interest in the Property.
- 3 26. After the expiration of 90 days from the recording and mailing of the Notice of Default  
4 and Election to Sell, HOA caused a Notice of Trustee's Sale to be recorded with Office of  
5 the Washoe County Recorder.
- 6 27. The Notice of Trustee's Sale was served on the Former Owners, as well as all interested  
7 parties holding a security interest in the Property.
- 8 28. On or about July 3, 2014, HOA caused a foreclosure sale ("*HOA Foreclosure Sale*") to  
9 be carried out pursuant to the powers conferred by the Nevada Revised Statutes 116.3116,  
10 116.31162, 116.31163 and 116.31164; the CC&Rs; the Notice of Delinquent Assessment  
11 Lien; and the Notice of Default and Election to Sell.
- 12 29. TBR I, LLC purchased the Property for \$41,000.00 by successfully bidding at the HOA  
13 Foreclosure Sale in accordance with N.R.S. 116.3116, *et seq.*
- 14 30. On July 8, 2014, a Foreclosure Deed ("*HOA Foreclosure Deed*") was recorded in the  
15 Official Records of the Washoe County Recorder as Instrument No. 4370110, vesting  
16 title to the Property in the name of TBR I, LLC.
- 17 31. The HOA Foreclosure Sale complied with all requirements of law, including but not  
18 limited to, the recording and mailing of copies of the Notice of Delinquent Assessment  
19 and Notice of Default, and the recording, posting and publication of the Notice of Sale.
- 20 32. Upon information and belief, the Counter-Defendants and/or their predecessors-in-  
21 interest had actual and/or constructive notice of the HOA foreclosure proceedings.
- 22 33. N.R.S. 116.3116(2) provides that an HOA Lien has priority over all other liens and  
23 encumbrances except:  
24 (a) Liens and encumbrances recorded before the recordation of the declaration  
25 and, in a cooperative, liens and encumbrances which the association creates,  
26 assumes or takes subject to;  
27 (b) A first security interest on the unit recorded before the date on which the  
28 assessment sought to be enforced became delinquent or, in a cooperative, the first  
security interest encumbering only the unit's owner's interest and perfected before  
the date on which the assessment sought to be enforced became delinquent; and  
(c) Liens for real estate taxes and other governmental assessments or charges  
against the unit or cooperative.

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34. N.R.S. 116.3116(2) further provides that a portion of the HOA Lien has priority over even a first security interest in the Property, stating as follows:

The lien is also prior to all security interests described in paragraph (b) to the extent of any charges incurred by the association on a unit pursuant to NRS 116.310312 and to the extent of the assessments for common expenses based on the periodic budget adopted by the association pursuant to NRS 116.3115 which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien[.]

35. The HOA incurred charges within the nine (9) months immediately preceding the initiation of the HOA foreclosure action that constituted super priority amounts.

36. No party still claiming an interest in the Property recorded a lien or encumbrance prior to the Declaration creating the HOA.

37. TBR I, LLC's bid at the HOA Foreclosure Sale was equal to or in excess of the amount necessary to satisfy the costs of sale and the super-priority portion of the HOA Lien.

38. Upon information and belief, the HOA or its agent distributed or should have distributed any excess funds to lien holders in order of priority pursuant to N.R.S. 116.3114(c).

39. Upon information and belief, Counter-Defendants had actual and/or constructive notice of the requirement to pay assessments to the HOA and of the HOA Lien.

40. Prior to the HOA Foreclosure Sale, the First Deed of Trust had not been assigned to the Secretary of Housing and Urban Development ("*HUD*"), Fannie Mae, the Federal Home Loan Mortgage Corporation ("*Freddie Mac*") or any governmental agency or instrumentality.

41. At the time of the HOA Foreclosure Sale, neither the United States nor any of its agencies or instrumentalities possessed any interest in the First Deed of Trust or the Property.

42. Upon information and belief, prior to the HOA Foreclosure Sale, no individual or entity paid the full amount of delinquent assessments described in the Notice of Default.

43. Upon information and belief, prior to the HOA Foreclosure Sale, no individual or entity paid the super-priority portion of the delinquent assessments described in the Notice of Default.

44. Upon information and belief, Counter-Defendants had actual and/or constructive notice

- 1 of the super-priority portion of the HOA Lien.
- 2 45. Upon information and belief, Former Owners knew or should have known that their
- 3 ownership interest would be extinguished through foreclosure if they failed to satisfy the
- 4 HOA Lien.
- 5 46. Upon information and belief, Nationstar, Fannie Mae and/or their predecessors-in-interest
- 6 knew or should have known that any security interest that they may have possessed
- 7 pursuant to the First Deed of Trust would be extinguished through foreclosure if they
- 8 failed to cure the super-priority portion of the HOA Lien representing nine (9) months of
- 9 assessments for common expenses based upon the periodic budget adopted by the HOA
- 10 which would have become due in the absence of acceleration for the relevant time period.
- 11 47. Pursuant to N.R.S. 116.31166, the HOA Foreclosure Sale vested title in TBR I, LLC
- 12 "without equity or right of redemption."
- 13 48. Pursuant to N.R.S. 116.31166, the HOA Foreclosure Deed is conclusive against the
- 14 Property's "former owner, his or her heirs and assigns, and all other persons."
- 15 49. Former Owners' ownership interest in the Property was extinguished by the foreclosure
- 16 of the HOA Lien.
- 17 50. The security interest in the Property of Nationstar, Fannie Mae, and/or their predecessors-
- 18 in-interest, if any, was extinguished by the foreclosure of the HOA Lien and the First
- 19 Deed of Trust was rendered null, void and unenforceable.
- 20 51. Any and all other existing security interests in the Property, if any, were likewise
- 21 extinguished by the foreclosure of the HOA Lien and rendered null, void and
- 22 unenforceable.
- 23 52. By virtue of its purchase of the Property at the HOA Foreclosure Sale, TBR I, LLC
- 24 became the sole owner of all right, title and interest in the Property free and clear of any
- 25 encumbrances of the Counter-Defendants.
- 26 53. On or about September 8, 2014, Nationstar caused a Notice of Default and Election to
- 27 Sell Under Deed of Trust ("*Bank Notice of Default*") to be recorded in the Office of the
- 28 Recorder of Washoe County, Nevada, as Instrument No. 4389962.

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- 1 54. The Bank Notice of Default included an Affidavit of Authority to Exercise the Power of
- 2 Sale executed by an employee of Nationstar which represented, among other things, that
- 3 Nationstar was at that time the current holder, beneficiary and servicer of the obligation
- 4 or debt secured by the First Deed of Trust.
- 5 55. Upon information and belief, Nationstar remains the current servicer of the First Deed of
- 6 Trust pursuant to a Request for Notice recorded in the Office of the Recorder of Washoe
- 7 County, Nevada on March 10, 2015, as Instrument No. 4444520.
- 8 56. On February 26, 2016, TBR I, LLC transferred and sold the Property to Counterclaimant
- 9 in exchange for good and valuable consideration in the amount of \$258,000.00 by way of
- 10 a Quitclaim Deed recorded in the Office of the Washoe County Recorder on February 29,
- 11 2016, as Instrument No. 4565086.
- 12 57. In the matter of *SFR Investments Pool I, LLC v. U.S. Bank, N.A.*, 130 Nev. \_\_\_, 334 P.3d
- 13 408, 2014 WL 4656471 (Adv. Op. No. 75, Sept. 18, 2014), the Nevada Supreme Court
- 14 resolved a split that previously existed in the state and federal courts of the State of
- 15 Nevada regarding the force, effect and interpretation of N.R.S. §116.3116.
- 16 58. In doing so, the Nevada Supreme Court clarified that the statute provides a homeowners
- 17 association a true super-priority lien over real property that can and does extinguish a first
- 18 deed of trust when non-judicially foreclosed. *Id.*
- 19 59. In *SFR Investments*, the Nevada Supreme Court also recognized that a foreclosure deed
- 20 “reciting compliance with notice provisions of NRS 116.31162 through NRS 116.31168
- 21 ‘is conclusive’ as to the recitals ‘against the unit’s former owner, his or her heirs and
- 22 assigns and all other persons.’” *See id.* at 3 (citing NRS 116.3116(2)).
- 23 60. Moreover, under Nevada law, the Association foreclosure sale and the resulting
- 24 foreclosure deed are both presumed valid. NRS 47.250(16)-(18) (stating that disputable
- 25 presumptions exist “that the law has been obeyed”; “that a trustee or other person, whose
- 26 duty it was to convey real property to a particular person, has actually conveyed to that
- 27 person, when such presumption is necessary to perfect the title of such person or a
- 28 successor in interest”; “that private transactions have been fair and regular”; and “that the

ordinary course of business has been followed.”).

**FIRST CAUSE OF ACTION**

**(Quiet Title/Declaratory Relief against all Counter-Defendants)**

61. Counterclaimant repeats and realleges each and every allegation contained in paragraphs 1 through 60 hereof as if set forth fully herein.

62. TBR I, LLC properly acquired title and ownership of the Property at the HOA Foreclosure Sale

63. By virtue of its purchase of the Property at the HOA Foreclosure Sale, TBR I, LLC became the sole owner of all right, title and interest in the Property free and clear of any encumbrances of the Counter-Defendants.

64. TBR I, LLC subsequently transferred and sold the Property to Counterclaimant for good and valuable consideration totaling \$258,000.00.

65. Former Owners may claim an ownership interest in the Property.

66. Nationstar and/or Fannie Mae may claim a beneficial interest in the First Deed of Trust and, as such, claim an interest in the Property.

67. A justiciable controversy exists regarding the right, title and interest held by Counterclaimant and Counter-Defendants in the Property.

68. The interests of Counterclaimant and Counter-Defendants are adverse in this justiciable controversy.

69. The Counterclaimant has a legally protectible interest in the Property.

70. The controversy between Counterclaimant and Counter-Defendants is ripe for judicial determination.

71. This Court should enter an Order which determines all and every claim, estate or interest of the parties in the Property.

72. The Counterclaimant is entitled to a declaratory judgment finding that: (1) Counterclaimant is the title owner of the Property; (2) the HOA Foreclosure Deed is valid and enforceable; (3) the HOA Foreclosure Sale extinguished the applicable Counter-Defendants' ownership and security interests in the Property as a matter of law; (4)

Counterclaimants' rights and interest in the Property are superior to any interest claimed by the Counter-Defendants.

73. Title to the Property should be quieted solely in the name of Counterclaimant.

74. As a direct and proximate result of the actions of the Counter-Defendants, it has become necessary for Counterclaimant to retain the services of an attorney to protect its rights and prosecute this Claim.

75. Counterclaimant reserves the right to amend this Complaint under the Federal Rules of Civil Procedure as further facts become known.

### **SECOND CAUSE OF ACTION**

#### **(Negligent or, Alternatively, Intentional Misrepresentation against Nationstar)**

76. Counterclaimant repeats and realleges each and every allegation contained in paragraphs 1 through 75 hereof as if set forth fully herein.

77. The Bank Notice of Default was recorded on September 8, 2014, over 2 months after the HOA Foreclosure Sale took place on July 3, 2014.

78. Pursuant to the Bank Notice of Default, Nationstar represented to the Counterclaimant and the public at large, among other things, that Nationstar was at that time the current holder, beneficiary and servicer of the obligation or debt secured by the First Deed of Trust.

79. The Bank Notice of Default does not indicate that Fannie Mae possessed any interest whatsoever in the First Deed of Trust at any point in time.

80. On January 3, 2017, Nationstar caused a second Corporate Assignment of Deed of Trust to be recorded in the Office of the Recorder of Washoe County, Nevada, as Instrument No. 4667144, indicating that Nationstar is the holder of the First Deed of Trust "together with all interest secured thereby, all liens, and any rights due or to become due thereon."

81. No document existing in the recorded chain of title indicates that Fannie Mae ever possessed any interest in the First Deed of Trust.

82. On or about February 26, 2016, Counterclaimant purchased the Property from TBR I, LLC for valuable consideration totaling \$258,000.00.

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- 1 83. Counterclaimant relied upon the representations of Nationstar contained in the Bank  
2 Notice of Default at the time that it purchased the Property from TBR I, LLC.
- 3 84. By way of this action, Fannie Mae has alleged that it was, in fact, the holder or  
4 beneficiary of the First Deed of Trust and the associated loan at the time of the HOA  
5 Foreclosure Sale and that the First Deed of Trust could therefore not have been  
6 extinguished by operation of law.
- 7 85. To the extent that Fannie Mae was the current holder or beneficiary of the obligation or  
8 debt secured by the First Deed of Trust at the time of the HOA Foreclosure Sale, the  
9 representations of Nationstar contained in the Bank Notice of Default were false.
- 10 86. Nationstar knew or should have known who the current holder, beneficiary and servicer  
11 of the obligation or debt secured by the First Deed of Trust was at the time that it caused  
12 the Bank Notice of Default to be recorded.
- 13 87. Nationstar knew or should have known that individuals and entities such as the  
14 Counterclaimant would rely upon its representations.
- 15 88. The representations contained in the Bank Notice of Default were made under penalty of  
16 perjury.
- 17 89. Nationstar is responsible for the actions and inactions of its employees or agents.
- 18 90. To the extent that the representations contained in the Bank Notice of Default were false,  
19 Nationstar acted with conscious disregard for the rights of the Counterclaimant and public  
20 at large.
- 21 91. The actions of the Counter-Defendant were done with the intent to cause Counterclaimant  
22 harm, or in conscious disregard for its rights, or were done with conscious disregard for  
23 the consequences of its actions, and were therefore done with either express or implied  
24 malice.
- 25 92. As a direct and proximate result of the actions of the Counter-Defendants, it has become  
26 necessary for Counterclaimant to retain the services of an attorney to protect its rights and  
27 prosecute this Claim.
- 28 93. Counterclaimant reserves the right to amend this Complaint under the Federal Rules of

Civil Procedure as further facts become known.

WHEREFORE, Counterclaimant, AIRMOTIVE INVESTMENTS, LLC, prays for judgment as follows:

- A. On its First Cause of Action, for an Order which determines all and every claim, estate or interest of the parties in the Property, finding that: (1) Counterclaimant is the title owner of the Property; (2) the HOA Foreclosure Deed is valid and enforceable; (3) the HOA Foreclosure Sale extinguished the applicable Counter-Defendants' ownership and security interests in the Property; (4) Counterclaimant's rights and interest in the Property are superior to any interest claimed by the Counter-Defendants.
- B. On its Second Cause of Action, for general and special damages in excess of Ten Thousand Dollars (\$10,000.00) and for exemplary or punitive damages in an amount sufficient to deter the Counter-Defendant and others from engaging in similar conduct, said amount to adequately express social outrage over the Counter-Defendant's wrongful actions;
- C. For costs and attorneys' fees incurred in bringing this action; and
- D. For such other and further relief as this Court may deem meet and proper.

DATED this \_\_\_\_\_ day of July, 2017.

ROGER P. CROTEAU & ASSOCIATES, LTD.

/s/  
\_\_\_\_\_  
ROGER P. CROTEAU, ESQ.  
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(702) 254-7775  
*Attorney for Defendant*  
AIRMOTIVE INVESTMENTS, LLC



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this \_\_\_\_\_ day of July, 2017, I served via the United States District Court CM/ECF electronic filing system, the foregoing **COUNTERCLAIM** to the following parties:

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/s/  
\_\_\_\_\_  
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